RECEIVED
6/4/2024
KELLY L. STEPHENS, Clerk

No. 23-1006

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

AKIB ABIOLA,

Plaintiff-Appellant

٧.

SELECT PORTFOLIO SERVICING, INC, DLJ MORTGAGE CAPITAL, INC., and JP MORGAN CHASE BANK, N.A.

Defendants-Appellees.

NOTICE TO THE COURT TO BRING THE OAKLAND COUNTY SHERIFF INVESTIGATION'S REPORT TO THE ATTENTION OF THE COURT

Appellant is filing this brief to bring to the attention of the Court, the report of the investigation conducted by the Oakland County Sheriff Office based on the complaint of fraud and misrepresentation against the Appellees and their Attorneys filed by the Appellant. (See Exhibit 1).

Appellant was so certain that frauds and misrepresentation had occurred that he was willing to file a police complaint knowing fully that he could be charged for felony if the police should conclude that he had misrepresented the facts.

According to the attached police report, the investigative officer was unable to find any address, website or phone number for the Appellee DLJ Mortgage Capital (DLJ).

Furthermore, the officer stated that all he could find were numerous lawsuits and complaints similar to mine against the Appellee DLJ.

However, he stated that he was able to locate an address only for Select Portfolio Servicing Inc. (SPS) in Salt Lake City, Utah.

The officer further stated that the law firm said that they were contracted by SPS and never mentioned that they had any contract with DLJ. However, a servicer cannot foreclosed on a property.

WHEREAS, if there is no contract between DLJ and Dykema Gossett PLLC, then DLJ never filed an answer to the Appellant's lawsuit and DLJ never signed the alleged settlement agreement.

THEREFORE, if DLJ never signed the settlement agreement, then there is no enforceable settlement agreement.

AND, if DLJ never filed an answer to my complaint, a default judgment should be entered against them.

Furthermore, the debt alleged by the Appellees and their attorneys in their foreclosure proceedings is grossly exaggerated and was based on the wrong principal balance and monthly payment.

A new contract between the Appellant and the third Appellee (Chase Bank) was executed on August 11, 2008 with a new monthly payment of \$3,281.27, however in their rush to foreclose and without access to the original loan documents, the Appellees and their Attorneys used the September 11, 2001 monthly payment of \$4,440 to arrive at the total debt owed.

This alone caused the total debt owed to be inflated by \$1,159 per month for a total of \$208,620. (See Exhibit 2)

Therefore, if the debt being alleged is wrong, then the foreclosure sale must be declared null and void,

CONCLUSION

The Appellees and their Attorneys have perpetuated frauds on this Court and the District Court. They have deliberately misrepresented the facts to the Appellant and to the courts.

NOW, therefore that the police have confirmed that the co-defendant SPS deliberately gave the Appellant a bogus address so that the second defendant DLJ could not be served and the Attorneys have had to use a third party's address as the address for DLJ in order to perpetuate and perfected their fraudulent foreclose auction sale and the amount of the alleged debt is incorrect, this esteemed Court must now decide in the Appellant's favor and grant his appeal and issue a null and void order against the foreclosure sale and refer this matter back to the District court for an order for default judgment against DLJ and a rehearing against Chase Bank and SPS.

Respectfully Submitted this 3rd of June 2024.

Akib Abiola

EXHIBIT 1

POLICE REPORT THAT CONFIRMED THAT DLJ MORTGAGE CAPITAL IS NON-EXISTENT AND THAT THE APPELLEES' ATTORNEYS EXECUTED FRAUDULENT FORECLOSURE AUCTION SALE.

Page: 4 Case: 23-1006 Document: 50 Filed: 06/04/2024

CR No: 240086163

[] Juvenile petition

OAKLAND COUNTY SHERIFF OFFICE

1200 N TELEGRAPH ROAD PONTIAC MI 48341 248-858-5000



Case Report

Adm	inistrative Details:	
CR No	Subject	
240086163	2699 - Fraud (Other) [26001]	
Report Date/Time	Occurrence Date/Time	11
04/04/2024 12:43	01/09/2024 08:00	. u . i 4 . 27
Location	Call Source	
1200 N TELEGRAPH RD	FOP	
Dispatched Offense	Verified Offense	
2605 Fraud - Illegal Use of Credit Card	2699 Fraud (Other)	
OIC	OIC Contact Number	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Peschke, Matthew (OSPESCHKEM-01243)	248-452-2010	
County	City/Twp/Village	Un Berg Ti
63 - Oakland	89 - Pontiac	
Division		
Court Security		
A.	tion Paguacted:	

[]Other

[] Arrest warrant [] Review only

[] Forfeiture [] Search warrant

Page 1 of 8 Created On 05/30/2024 11:11 AM

CR No: 240086163

	Offenses:	
2699 - Fraud (Other) [OSHOPKINS	S (02508)]	
IBR Code / IBR Group	Offense File Class	
26A - False	26001 - FRAUD -FALSE PRETENS	E/SWINDLE/CONFIDENCE GAME
Pretenses/Swindle/Confidence Game		
/A		
Crime Against	Location Type	Offense Completed
PR	11 - Government/Public Building	Completed
Domestic Violence	Hate/Bias	
No	00 - None (No Bias)	
Using		Cargo Theft
A-Alcohol: No C-Computer Equipmen	nt: No D-Drugs/Narcotics: No	No

			705 374	Peopl	le:		2300		
SUSPECT, UN	KNOWN	(S-SUSPECT)	[OSHOPKIN	1SS (0	2508)]				
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SUSPECT, UNKNOWN				S-SUSPECT 99-Re		elationship Unknown											

Victim Type I - Individual Victim of 2699 - Fraud (Of					her)							
PE:		Last Name ABIOLA			First Name AKIB			Name BIOSU			Suffix	Mr/Mrs/Ms
Aliases			Driver Licens A-140-03	se# 88-044-564		DL State	DL Cou	intry	Personal ID#			
DOB (Age) Sex 07/17/1955 (68) M			ace BLACK/AFR	Ethnicity Other	Birth City & State	Birth C		C	Country	of Citizenship		

Page: 6

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CR No: 240086163 Street Address Work Phone Apt # County Country Home Phone UNKNOWN Cell Phone City Email State Zip 48304 MI UNKNOWN Phone/Email Description Type **BU-Business Phone #1** MANAGER AT DYKEMA LAW FIRM JONES, LAURA (O-OTHER) (X-MISCELLANEOUS) [OSHOPKINSS (02508)] W.Type: Last Name First Name Middle Name Suffix Mr/Mrs/Ms **JONES** LAURA DOB (Age) Race Ethnicity Birth City & State Birth Country Country of Citizenship UNKNOWN Street Address County Country Home Phone Work Phone Apt # UNKNOWN City State Zip Cell Phone Email 48304 UNKNOWN MI Phone/Email Type Description **BU-Business Phone #1** ATTORNEY AT DYKEMA LAW FIRM VANOVER, RYAN (O-OTHER) (X-MISCELLANEOUS) [OSHOPKINSS (02508)] W.Type: Last Name First Name Middle Name Suffix Mr/Mrs/Ms **RYAN VANOVER** DOB (Age) Race Ethnicity Birth City & State Birth Country Country of Citizenship UNKNOWN Street Address County Home Phone Work Phone Apt # Country UNKNOWN Cell Phone City Fmail State Zip MI 48243 UNKNOWN ATTORNEY AT DYKEMA LAW FIRM - DETROIT OFFICE BAUUCUS, LAURA C (O-OTHER) (X-MISCELLANEOUS) [OSHOPKINSS (02508)] W.Type: Last Name First Name Middle Name Suffix Mr/Mrs/Ms **BAUUCUS** LAURA DOB (Age) Race Ethnicity Birth City & State Birth Country Country of Citizenship F WHITE Street Address County Country Home Phone Work Phone Apt # UNKNOWN City State Zip Cell Phone Email 48304 UNKNOWN MI Phone/Email Type Description

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Notes

BU-Business Phone #1

Case: 23-1006 Document: 50 Filed: 06/04/2024 Page: 8

CR No: 240086163

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Property: 3111 - Single Family Home (House, Townhouse, Duplex, Mobile Home) 5429 [OSHOPKINSS (02508)]

CR No: 240086163

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Property Class		IBR Type		UCR Type				
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CR No: 240086163-001 Written By: OSHOPKINSS (02508) Date: 04/04/2024 12:59 PM

SOURCE:

Walk Into Courthouse Security.

INFORMATION:

The Complainant, Akib Abiola, came into the Oakland County Jail wanting to make a complaint about Fraud. he was directed to the Circuit Court Security Office to see me (Sgt Hopkins). Information provided to the Jail was that he wanted to make a complaint about the Civil Unit.

OBSERVATION:

Upon arrival, I met with Akib, who stated that his house at 7548 Promontory Pointe, West Bloomfield, MI, was foreclosed on in a Fraudulent manner. Akib stated Fraudulent paperwork was filed in the Oakland County Circuit Court Civil Unit, who then sold his home at a Sheriff's Sale.

Akib stated that his home was Mortgaged through Chase Bank, and in 2017, Chase Bank allegedly agreed to a loan modification for his loan. Before the modification was complete, Chase Bank allegedly transferred the servicing of the mortgage to Select Portfolio Servicing, Inc. (SPS). Akib stated that SPS agreed to keep the loan modification terms as agreed upon by Chase Bank but ended up changing the terms. SPS allegedly modified his payment but instead of lowering the interest rate to 2.5%, as agreed upon with Chase Bank, they left the interest rate at 6.8%.

Akib stated that he filed suit against SPS in U.S. District Court. Akib stated that case is still in litigation in Federal Court. he also advised that at some point, Chase Bank must have sold the mortgage as SPS now claims his Mortgage is held by DLJ Mortgage capital, Inc., out of New York.

SPS sent a letter dated December 27, 2023, to Akib's family member saying the Mortga	ge was
held by DLJ Mortgage Capitol, Inc.,	

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CR No: 240086163

Akib stated that his home was Sold at the Sheriff's Sale on 01/09/2024. Akib stated that the law firm of Dykema Gossett PLLC (Dykema), in Bloomfield Hills filed the foreclosure. Akib stated that the law firm filed fraudulent paperwork for the foreclosure using DLJ name and SPS address. Akib stated there has been no proof provided that DLJ ordered the foreclosure. According to Akib, SPS states that they have the authority as the servicing agent and the law firm claims they were contracted by SPS. Akib stated that they ordered the foreclosure and then bought the house at the sale as DLJ.

Akib also provided a letter copy and copies of envelopes where he sent correspondence to DLJ at the address listed in New York, and they all say there is no such business there.

ACTION TAKEN:

I did a google search of SPS and located them in Salt Lake City, Utah. When searching DLJ, I can find no website for them just other sites that mention them and their business. I have found other lawsuits against DLJ in a Google search as well.

I Spoke to Meghan Lootens in the Civil Division, and she provided me with copies of paperwork related to the sale of the residence. (Attached.)

BODY CAMERA USE:

No

STATUS:

Open

CR No: 240086163-002 Written By: OSPESCHKEM (01243) Date: 04/30/2024 03:16 PM

EXHIBIT 2

EVIDENCE TO SUPPORT THAT THE APPELLEES AND THEIR ATTORNEYS USED WRONG PRINCIPAL BALANCE AND INCORRECT MONTHLY PAYMENT TO CALCULATE THE TOTAL DEBT USED IN THEIR FORECLOSURE PROCEEDINGS.

RECORD AND RETURN TO: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS Pareel No. 1831176019 PREPARED BY: LORRIE ANDERSON WASHINGTON MUTUAL BANK 7255 BAYMEADOWS WAY JACKSONVILLE, FL 32256 866-926-8937

[Space Above This Line for Recording Data]

Original Recorded Date: SEPTEMBER 20, 2001 Original Principal Amount: \$ 480,000.00 Loan No.: 5301662036 MERS MIN No.: 1000726 0600942596 3

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11TH day of AUGUST, 2008 between GERRITHA L ABIOLA AND, AKIB ABIOLA, HUSBAND AND WIFE

("Borrower") and WASHINGTON MUTUAL BANK

("Lender"),

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"). and Timely Payment Rewards Rider, if any, dated SEPTEMBER 11, 2001 and recorded in Book or Libor 23682, at page(s) 113, of the Official Records of (Name of Records)

OAKLAND COUNTY, MICHIGAN

. and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)
secured by, the Security Instrument, which covers the real and personal property described in the Security
Instrument and defined therein as the "Property", located at

7548 PROMONTORY POINTE, WEST BLOOMFIELD, MICHIGAN 48322

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Modified by First American Loan Production Services Form 3179 1/01 (rev. 6/06)

(page I of 3) MICHIGAN

Modified by First American Loan Production Service First American Real Estate Solutions LLC* FALPS# MIFM3179 Rev. 04-17-08



the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of SEPTEMBER 1, 2008 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S.\$ 455,051.22 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.875 %, from SEPTEMBER 1, 2008 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,281.27 , beginning on the 1ST day of OCTOBER, 2008 , and continuing thereafter on the same day of each succeeding month nutil principal and interest are paid in full. The yearly rate of 6.875 % will remain in effect until principal and interest are paid in full. If on OCTOBER 01, 2031 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
 - If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. I above:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (cev. 6/06) Ipage 2 of 5)
Modified by First American Lean Production Services
First American Real Estate Solutions LLC
FALPS# MIF#3179-2 Rev. 04-17-08

AD999 1104 0019850072

5301662036

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including. where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to. wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or renedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for. or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
 - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

LOAN MODIFICATION AGREEMENT - Single Family - Fannle Mae Uniform Instrument Modified by First American Loan Froduction Services First American Real Estate Solutions LLC Form 3179 1/01 (rev. 6/06)

(page 3 of 5) MICHIGAN



FALPS# MIFM3179-3 Rev. 04-17-08

5301662036

WASHINGTON MUTUAL BANK		
Minnello Meal		(Seal)
Name: JULIE A. MATRIS MICHELLE NEAL RESEAUCE PRESIDENT		Lender
Gerratha L Abiola		(Seal)
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LOAN MOD) FICATION AGREEMENT - Single Family - Famile Mae Uniform Instrument Modified by First American Loan Production Services	Form 3179 1/01 (rev. 6/06)	(page 4 of 5) MICHIGAN
First American Real Estate Solutions LLC FALPS# MIFM3179-4 Rev. 04-17-08		

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	5301662036 [Space Below This Line For Acknowledgment]	
	BORROWER ACKNOWLEDGMENT	dial.
STATE OF Michigan	COUNTY OF Carond	
The foregoing instrumer GERRITHA L ABIOLA AN	nt was acknowledged before me this ND AKIB ABIOLA	
Signature of Person	Taking Acknowledgment buas & Store	
Printed Name Brian A Boun		
NOISY Public - Michigan	Title or Rank	
Livingston County Commission Expires Oct 20, 201	A comment of the second	
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The foregoing instrument	Chelle Dea Chang, the VICE PRESIDENT	gest-live
The foregoing instrument JULIE A. MATHIS of Washing A	nt was acknowledged before me this the VICE PRESIDENT WAY MUTUAL BANK, the VICE PRESIDENT , on behalf of said entity.	3
	the le Nea Bana, the VICE PRESIDENT on behalf of said entity. Taking Acknowledgment	K
Signature of Person	11/18-600	K
Signature of Person Diane A. Kenney Commission # DD382332	Taking Acknowledgment Was a GOOM	K
Signature of Person	Printed Name DIANEA . Ko	K

Drafted By: LORRIE ANDERSON WASHINGTON MUTUAL BANK 7255 BAYMEADOWS WAY JACKSONVILLE, FL 32256

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06) /cage 5 of 3)

Modified by First American Loan Production Services MICHIGAN
First American Real Estate Solutions LLC
FALPS# MIFM3179-5 Rev. 04-17-08

